

CUYAHOGA COUNTY DEPARTMENT OF WORKFORCE DEVELOPMENT CONTRACT

THIS CONTRACT made and entered into this ____ day of _____, 2012 by and between the County of Cuyahoga, Ohio (the "County") and Jennings Center for Older Adults with principal offices located at 10204 Granger Road; Garfield Heights, Ohio 44125 (the "EMPLOYER").

WITNESSETH:

WHEREAS, the United States Congress has established and the President has signed into law, the Workforce Investment Act of 1998 (Public Law 105-220), hereinafter referred to as "The Act"; and has charged the Governor of the State of Ohio with the establishment of Local Service Areas for the express purpose of implementing The Act; and

WHEREAS, the Governor of the State of Ohio has created the Ohio Department of Job and Family Services (ODJFS) to administer The Act in the State of Ohio through its Division of Workforce Development; and

WHEREAS, the Mayor of the City of Cleveland and the County, as the Chief Local Elected Officials representing Cuyahoga County, have determined and formed a Local Service Area (LSA) and appointed members to a Workforce Investment Board for the purpose of conducting programs and providing services under The Act; and

WHEREAS, the Ohio Department of Job and Family Services (ODJFS) has officially certified the City of Cleveland/Cuyahoga County Workforce Investment Board for Local Service Area #3 effective July 1, 2009; and

WHEREAS, the City of Cleveland/Cuyahoga County Workforce Investment Board (WIB), in partnership with the County, has identified the City of Cleveland/Cuyahoga County Department of Workforce Development (the "DEPARTMENT") as Grant Recipient and Administrative Entity for programs under The Act in Cuyahoga County; and

WHEREAS, the County is desirous of having the EMPLOYER provide various employment and training services under the Act and the EMPLOYER is willing to provide such services.

NOW, THEREFORE, IT IS AGREED TO, by and between the parties hereto as follows:

I. SCOPE OF SERVICES:

The EMPLOYER will implement an Incumbent Worker Training Program for an estimated seven employees, to accomplish the following:

- Improve the skills of the employers' workforce (including workplace literacy);
- Assist employers in averting layoffs;
- Increase retention in employment;
- Help employees continue their skill building and maximize their potential;
- Help the workers understand new technologies.

The EMPLOYER will hire three Nurses (LPSN's) and four Nursing Assistants. All new employees will be eligible under the Workforce Investment Act (WIA). The individuals will be registered for WIA services. The skills and competencies to be provided will be in accordance with Attachment B.

The total training program budget is estimated to be \$70,480.00. The EMPLOYER will contribute \$45,480.00 and the COUNTY will reimburse up to \$25,000.00.

II CONFIDENTIALITY:

In signing this Agreement, the EMPLOYER understands that the information provided on the public assistance and disadvantaged population in this COUNTY is confidential and subject to Ohio State Laws regarding client confidentiality. As an agent of the COUNTY, by virtue of this Agreement, the EMPLOYER will be subject to the same confidentiality guidelines that govern the COUNTY as stated in Rule 5101:1-1-03 of the Ohio Administrative Code. This rule shall govern under what conditions information on all clients of the Department of Job & Family Services can be released. The EMPLOYER agrees to adhere to the conditions of this rule as part of this Agreement.

III TIME OF PERFORMANCE:

The period of performance under this Contract shall be from July 1, 2012 through June 30, 2013. Under this timeframe, the EMPLOYER and the DEPARTMENT will carry out their respective responsibilities at times mutually agreed upon.

IV COMPENSATION and METHOD OF PAYMENT:

For the services to be provided, the EMPLOYER shall be reimbursed for an amount not to exceed \$25,000.00 for the costs of Training. The EMPLOYER will be compensated on a cost reimbursement and performance basis in accordance with Attachment A – Payment Schedule and Budget Summary.

V TERMINATION OF AGREEMENT:

The COUNTY, the DEPARTMENT and the EMPLOYER shall have the right to terminate this Agreement for any reason, including failure to make adequate progress toward project deliverables, subject to the conditions defined in this section. In the event that this Agreement is terminated by the COUNTY, written notice shall be given to the EMPLOYER. The EMPLOYER shall provide all services and products required by the agreement to the date of termination. Under no circumstances shall the COUNTY be responsible for any type of penalty payment upon cancellation of this Agreement. The EMPLOYER shall, however, be paid for the cost of all materials and services rendered and unreimbursed to the date of termination by either party.

VI INDEMNITY:

The EMPLOYER will protect and save the COUNTY and the DEPARTMENT, harmless from any and all loss, claims, expenses, actions, causes of actions, costs damages and obligations, final or otherwise, arising from any and all acts of the EMPLOYER, its agents, employees, licenses, clients hereunder, or invitees that result in injury to persons, damage to property or loss, either directly or indirectly, to the COUNTY and the DEPARTMENT, arising from the performance of this Agreement, as those injuries, damages or losses relate to any person, corporation, partnership or any other entity.

VII ANTI-DISCRIMINATION:

The EMPLOYER recognizes and hereby agrees that in the employment of labor, skilled or unskilled, under this Agreement, there shall be no discrimination exercised against any person because of race, color, sex, age, religion, national origin, handicap or political affiliation or belief as provided in Title VI of the Civil Rights Act of 1964. Violations thereof shall be deemed a material breach of the Agreement.

VIII EMPLOYMENT RELATIONSHIP, JOINT VENTURE OR PARTNERSHIP:

Nothing in this Agreement shall constitute an employment relationship, a partnership or joint venture between the parties. The EMPLOYER shall be solely responsible for his/her employees, including the payment of all Federal and State employment taxes and payroll insurance, insurance premiums, contributions to benefit plans, workers and unemployment compensation costs and similar expenses.

IX PROVISIONS CONCERNING WAIVERS:

Subject to applicable law, any right or remedy which the COUNTY may have under this Agreement may be waived in writing by the COUNTY, if in the judgment of the COUNTY, this Agreement, as modified, shall still conform to the terms and requirements of the pertinent laws.

X COUNTY NOT OBLIGATED TO THIRD PARTIES:

The COUNTY shall not be obligated or liable to any other party other than the

EMPLOYER.

XI WHEN RIGHTS and REMEDIES NOT WAIVED:

In no event, shall the making by the COUNTY of any payment to the EMPLOYER constitute or be construed as a waiver by the COUNTY of any breach of covenant or default which may exist on the part of the EMPLOYER, and the making of any such payment by the COUNTY while any such breach or default exists, shall in no way prejudice any right or remedy available to the COUNTY in respect to such breach or default.

XII MODIFICATIONS:

By the mutual consent of the COUNTY and the EMPLOYER, this Agreement may be modified whenever such modifications are deemed necessary. Any such modifications to this Agreement shall be reduced to writing and signed by both parties.

XIII NOTICES:

Any notices, bills, invoices, reports, etc. required by this Agreement shall be sufficient if sent by the parties in the United States Mail, postage paid, to the addresses noted as follows:

**COUNTY: MR. FRANK BRICKNER, CHIEF FINANCIAL OFFICER
EMPLOYMENT CONNECTION
1020 BOLIVAR ROAD
CLEVELAND, OHIO 44115**

**EMPLOYER: MS. DENISE SMUDLA
DIRECTOR OF HUMAN RESOURCES
JENNINGS CENTER FOR OLDER ADULTS
10204 GRANGER ROAD**

XIV REPORTING AND EVALUATION:

The EMPLOYER agrees to provide a final Activity Report that documents activities and progress of the Services offered under this Contract. The report will identify employees trained and progress made. The EMPLOYER agrees to produce the final report no more than sixty (60) days upon termination of the contract describing the overall effectiveness of the project with recommendations for future replication.

THE EMPLOYER agrees to be interviewed and help facilitate interviews for their new workers trained for the evaluation of this project.

The COUNTY may require more information, and/or may require any information be submitted in a format which will be provided to EMPLOYER. All required reports should be to the attention of:

Frank Brickner
Employment Connection
1020 Bolivar Road
Cleveland, OH 44115
(216) 698-2363

XV EMPLOYEE ELIGIBILITY:

The EMPLOYER assures that all employees trained are eligible to work in the United States and are eighteen (18) years of age or older. In addition, the EMPLOYER assures that all employees subject to Selective Service registration have in fact registered.

XV EXTENT OF AGREEMENT:

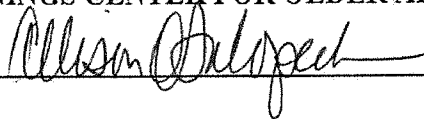
All other provisions of performance are contained herein. This Agreement, with all EXHIBITS and attachments hereto, represents the entire and integrated Agreement between the COUNTY and the EMPLOYER and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement shall be amended only upon a written instrument executed by both the COUNTY and the EMPLOYER.

XVI ELECTRONIC SIGNATURE:

By entering into this CONTRACT, EMPLOYER agrees to conduct this transaction by electronic means by agreeing that all documents requiring county signatures may be executed by electronic means, and that the electronic signatures affixed by the county to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. EMPLOYER also agrees to be bound by the provisions of chapters 304 and 1306 of the Ohio revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.


IN WITNESS WHEREOF, the COUNTY and the EMPLOYER have executed this Agreement as of the date first written above.

JENNINGS CENTER FOR OLDER ADULTS

BY: 

COUNTY OF CUYAHOGA, OHIO

Edward FitzGerald, County Executive

BY: 
Edward FitzGerald, County Executive

PAYMENT SCHEDULE & BUDGET SUMMARY

Payments will be made on a cost reimbursement basis. EMPLOYER may request reimbursement for their actual training costs incurred in accordance with the following limitations:

- At no time may the amount requested exceed the employer contribution to-date;
- To receive payment, the PROVIDER agrees to submit invoices in accord with Attachment C, which details expenditures made by the PROVIDER in accordance with the approved budget summary.

Payment shall be made by the City of Cleveland/Cuyahoga County Department of Workforce Department upon receipt of a completed and signed invoice containing appropriate documentation. Appropriate documentation shall consist of, but is not limited to:

- Time records of Employer's staff providing training;
- Type of training;
- Individuals trained and training dates.

The final request for payment reimbursement by the EMPLOYER must be received by the City of Cleveland/Cuyahoga County Department of Workforce Development within 30 calendar days following the end of this Contract. Any request for payment received after this date may not be honored for reimbursement.

The EMPLOYER shall comply with fiscal management guidelines for allowable costs as established for all expenditures made under this Contract for which reimbursement is requested. The EMPLOYER assures that the financial management systems used for such expenditures will provide the necessary internal controls, accounting records and reporting systems to meet the prescribed standards. At a minimum this would include the following:

1. Internal controls which provide for separation of duties such that no one individual has control over all aspects of any transaction.
2. Payroll accounting records that reflect hours worked, gross wages, payroll deductions, and net wages, must be maintained for each person performing services under this Contract.
3. All wages and/or payments must be made by check.
4. All payroll taxes must be accounted for and paid in a timely manner to the

appropriate government agency.

5. Responsibility for authorizing expenditures and making payments must be separated.
6. All expenditures must be supported by proper documentation. Supporting documents must be verified for completeness and accuracy before any payment shall be made to the EMPLOYER.
7. All invoices will be compared with the Contract or other authorizing documents for propriety and validity before payment.
8. The EMPLOYER's accounting procedures and internal financial controls shall conform to Generally Accepted Accounting Principles (GAAP).
9. Only those costs incurred or payments earned during this Contract period may be charged to this Contract (i.e., there must be a proper matching of revenues and expenses).
10. Obligations may not be incurred without specific written authorization from the Cuyahoga County Department of Workforce Development, nor may they be incurred before such authorization. Any obligation greater than the Contract Budget in Attachment A to this Exhibit is the sole responsibility of the EMPLOYER.
11. The EMPLOYER shall submit for written approval, to the DEPARTMENT, a modification request when the cumulative transfer of funds among budget line items is expected to exceed the total planned budget (Exhibit 1 to this Attachment).

BUDGET SUMMARY

BUDGET CATEGORY	EMPLOYMENT CONNECTION ASSISTANCE REQUESTED	EMPLOYER CONTRIBUTION	TOTAL
Instructor Wages (Break out costs for individual programs including total hours and instructor wages)	\$25,000.00	\$28,790.00	\$53,790.00
Curriculum Development			
Materials/Supplies Textbooks (itemize)			
Training Equipment (itemize)			
Other Costs Facility			
Travel			
Trainee Wages* (attach payroll register)		\$16,690.00	\$16,690.00
Total	\$25,000.00	\$45,480.00	\$70,480.00

Attachment B
Jennings Center for Older Adults
Charge Nurse Orientation Checklist

Staff Member Name _____ Date of Hire _____

Task	Presented by	Date	Initials Orientee	Initials Preceptor
Getting Started				
Meal Time/Breaks	M. Hill			
Dress Code Policy	M. Hill			
Mandatory Inservices	M. Hill			
Badge: worn at all times & badge replacement	M. Hill			
Manuals/Books				
Communication Books	M. Hill			
Infection Control Manual and Safety Manual	M. Hill			
Policy and Procedure Manual	M. Hill			
Resident Care Plan Books (Red Safety and ADL)	M. Hill			
NIP (Nutrition Intervention Program)	M. Hill			
Scheduling				
Work Schedule Policy	P Richardson			
Explanation of monthly schedules	P Richardson			
Open Shift and Overtime	P Richardson			
PRN Calendars	P Richardson			
Call-offs	P Richardson			
Kronos: Demonstration of punches/checking punches	P Richardson			
Punch adjustment use	P Richardson			
Outlook email	M. Hill			
Use of phone system/Cell phones	M. Hill			
ECS Documentation				
Sign in and out of system	J. Pazez			
Sign in and out of ECS	J. Pazez			
Select client	J. Pazez			
Charting Care Delivered	J. Pazez			
Viewing and Editing Chart	J. Pazez			
Security Agreement Signed	J. Pazez			
Safety Equipment				
Mandatory Video: falls and Resident safety	M. Hill			
Personal alarm/Bed alarm/chair alarm	M. Hill			
Side Rails(order needed) restraint, Crash mats	M. Hill			
Maxxum " Fast Bed"	M. Hill			
Resident Falls: Incident and Witness Report	M. Hill			
Green Magnets	M. Hill			

**Jennings Center for Older Adults
Charge Nurse Orientation**

Task	Presented by	Date	Initials Orientee	Initials Preceptor
Video : Donna Westfall , Change in Residents Condition				
Oxygen and Airway				
Administration	M. Hill			
Concentrators/E tanks	M. Hill			
Tank Changes	M. Hill			
Safety Rules: No smoking	M. Hill			
No Wool Blankets	M. Hill			
Aerosols	M. Hill			
Manual Resuscitator/Emergency procedures	M. Hill			
Annie Code	M. Hill			
Positioning and Skin Care				
Aging / skin changes	MA Perez			
Etiology of pressure ulcers & Interventions	MA Perez			
Skin assessment- trauma, skin tears, bruises,etc	MA Perez			
Incontinence barrier products	MA Perez			
Incontinence products used	MA Perez			
Nurses: Skin/Wound care	MA Perez			
Wound Assessments	MA Perez			
Wound Documentation	MA Perez			
Skin Tear: Policy	MA Perez			
Competency: Dressing change, clean technique	MA Perez			
Housekeeping				
Clean Linen: where kept	Mentor			
Dirty Linen: when and where to empty	Mentor			
Trash Disposal: when and where to empty	Mentor			
Maintenance: how to request	Mentor			
Restorative Program	M. Hill			
MDS Education	Pat Lucas			

**Jennings Center for Older Adults
Charge Nurse Orientation**

Task	Presented by	Date	Initials Orientee	Initials Preceptor
Bowel and Bladder				
Toileting Program	Mentor			
Bowel and Bladder Program	M. Hill			
TENA pad system	Mentor			
Cultures				
Stool Specimen	Mentor			
Urine culture and sensitivity	Mentor			
Sputum	Mentor			
Wound Culture	Mentor			
Where to store	Mentor			
ECS Documentation and Paper Chart				
Mars	J. Pazez			
Tars	J. Pazez			
Nursing Care Plans	J. Pazez			
Physician Orders	J. Pazez			
Admissions	J. Pazez			
Monthly Summaries	J. Pazez			
Bowel Movement	J. Pazez			
Incident Report	J. Pazez			
Telephone Orders	J. Pazez			
Resident Missing Property	J. Pazez			
Transfer Forms	J. Pazez			
X-ray reports	J. Pazez			
Laboratory results	J. Pazez			
Calorie Count, meal consumption and I&O	J. Pazez			
Therapy: PT, OT and ST	J. Pazez			
Documentation – vitals/weights q month in chart	J. Pazez			
Admissions/Discharges -Classroom				
Admissions	M. Hill			
Discharge teaching	M. Hill			
Discharge	M. Hill			
Referral and outpatient trips	M. Hill			
Intravenous Therapy - RN				
IV and hep lock start and dressing change	Sup/Mentor			
IV pumps	Sup/Mentor			
Needleless system and safety syringes	Sup/Mentor			
Competency: IV start -Classroom				
IV/Central line flush – Classroom Video	Sup/Mentor			
Central line/PIC line dressing change - Clinical	Sup/Mentor			

Jennings Center for Older Adults Charge Nurse Orientation Checklist

Task	Presented by	Date	Initials Orientee	Initials Preceptor
Omnicare Pharmacy				
Omnicare handbook	Mentor			
Ordering Medication	Mentor			
Reordering Medication	Mentor			
Medication errors	Mentor			
Receiving Drug Order	Mentor			
Discontinuing Narcotics	Mentor			
Overstock medications	Mentor			
Emergency Starter supply	Mentor			
Medication Administration				
Identification of Resident	Mentor			
Oral medication	Mentor			
IM	Mentor			
SQ	Mentor			
Insulin	Mentor			
Nose drops/nasal spray	Mentor			
Eye Ointment/Drops	Mentor			
Ear drops	Mentor			
Suppositories	Mentor			
Narcotics	Mentor			
Internal Feeding Tubes				
Insertion of tubes	M. Hill			
Removal of tubes	M. Hill			
Care of tube/site	M. Hill			
Patrol Pumps	M. Hill			
Continuous tube feeding	M. Hill			
Intermittent tube feeding	M. Hill			
Placement Check	M. Hill			
Tube flushes	M. Hill			
Video: Med Pass Review – David Dicken	M. Hill			
Treatments				
Hearing Aids	Mentor			
Ted Hose	Mentor			
Skin Tear Policy and documentation	Mentor			

Jennings Center for Older Adults Charge Nurse Orientation

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**Jennings Center for Older Adult
Charge Nurse Orientation**

Task	Presented by	Date	Initials Orientee	Initials Preceptor
<i>Classroom Competencies</i>				
Ceiling Lift	M. Hill			
Mechanical Lift	M. Hill			
Gait Belt, One Person Transfer	M. Hill			
Clinical Competencies				
Foley: Insertion/Irrigation/Straight Cath	Mentor			
Accu-check	M. Hill			
Bladder Scan	Mentor			
Dressing Changes: Clean Technique	MA Perez			
IV start – RN only	Sup/ Mgr			

Orientee
Signature _____ Date _____

Staff Development
Signature _____ Date _____

Preceptor/Mentor
Signature _____ Date _____

Preceptor/Mentor
Signature _____ Date _____

Preceptor/Mentor
Signature _____ Date _____

Preceptor/Mentor
Signature _____ Date _____

**Jennings Center for Older Adults
STNA Orientation Checklist**

Staff Member Name _____ Date of
Hire _____

Task	Presented by	Date	Initials Orientee	Initials Preceptor
Getting Started				
Meal Time/Breaks	M. Hill			
Dress Code Policy	M. Hill			
Mandatory Inservices	M. Hill			
Badge worn at all times and badge replacement	M. Hill			
Manuals/Books and NIP				
Communication Books	M. Hill			
Infection Control Manual and Safety Manual	M. Hill			
Policy and Procedure Manual	M. Hill			
Resident Care Plan Books (red safety and ADL)	M. Hill			
NIP (Nutrition Intervention Program)	M. Hill			
Scheduling				
Work Schedule Policy	P Richardson			
Explanation of monthly schedules	P Richardson			
Open Shift and Overtime	P Richardson			
PRN Calendars	P Richardson			
Call-offs	P Richardson			
Punch adjustment use	P Richardson			
Kronos				
Demonstration of punches	P Richardson			
Outlook Email	M. Hill			
Use of phone system/Cell phones	M.Hill			
ECS Documentation				
Password	J. Pazey			
Sign in and out of ECS	J. Pazey			
Select Client	J. Pazey			
Charting Care Delivered	J. Pazey			
Viewing and Editing Chart	J. Pazey			
Security Agreement signed	J. Pazey			
MDS Education	Pat Lucas			

**Jennings Center for Older Adults
STNA Orientation Checklist**

Task	Presented by	Date	Initials Orientee	Initials Preceptor
Oxygen and Airway				
Administration	M. Hill			
Concentrators/E tanks	M. Hill			
Safety rules: No Smoking	M. Hill			
No Electric Razors	M. Hill			
No Wool Blankets	M. Hill			
Aerosols	M. Hill			
Manual Resuscitator/Emergency procedures	M. Hill			
Positioning and Skin Care				
Aging / skin changes	MA Perez			
Etiology of pressure ulcers & Interventions	MA Perez			
Skin assessment – trauma, skin tears, bruises etc	MA Perez			
Incontinence barrier products	MA Perez			
Incontinence products used	MA Perez			
Safety Equipment & Policies				
Personal alarm/Bed Alarm/Chair Alarm	M. Hill			
Side rails & Crash mats, Maxxum “high low bed”	M. Hill			
Green magnets	M. Hill			
Resident falls: Incident and Witness Reports	M. Hill			
Mandatory video – falls and Resident safety	M. Hill			
Ambulation				
Use of gait belt in ambulation	M. Hill			
Restorative Program	M. Hill			
Heimlich maneuver	M. Hill			
Classroom Competencies				
Mechanical lift , sit to stand lift	M. Hill			
Ceiling lift	M. Hill			

Jennings Center for Older Adults STNA Orientation Checklist

[illegible]

Jennings Center for Older Adults STNA Orientation

[illegible]

Orientee _____ **Date** _____
Signature _____

Preceptor/Mentor
Signature _____ Date _____

Staff Development
Signature _____ Date _____

INVOICE - EMPLOYER CUSTOMIZED WORKER PROGRAM

INVOICE PERIOD _____

EMPLOYER NAME: _____

CONTRACTOR ADDRESS: _____

CATEGORY	Employment Connection Budget	Total Expenses To-Date	Total Invoice Request		Employer Contribution To- Date
Tuition/Instructor Wages					
Curriculum Development					
Materials/Supplies					
Training Equipment					
Other Cost (Itemize)					
Travel					
Trainee Wages					
TOTAL	-	-	-		-

I certify that to the best of my knowledge and belief, this report is accurate, that the costs incurred are valid and consistent with the terms of the contract.

NAME: _____

TITLE: _____

SIGNATURE: _____